

## AGREEMENT

THIS AGREEMENT dated this 27th day of January, 2004, by and between LEON COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and CAPITAL AREA HEALTHY START COALITION, INC., hereinafter referred to as the "Contractor" or "Coalition."

The County, through Leon County Extension/University of Florida IFAS, hereinafter referred to as "Leon County Extension," will provide services for the Smart Start Family Nutrition Program, Nurturing Parent Program and Basic Money Management services in the Wesson Elementary and Bond Elementary Schools of Leon County, Florida. This agreement is incorporated by reference and subject to compliance by all parties to all of the provisions of the primary contract #2003-0118 between the John S. and James L. Knight Foundation and the Contractor.

The parties hereto agree as follows:

### 1. SERVICES TO BE PROVIDED

Smart Start is a new home-visitation program which provides bi-weekly home visits to families residing in southern Tallahassee neighborhoods. Each family is required to enroll in the program. As a result of the Smart Start program, fifty (50) families from the Wesson Elementary and Bond Elementary School Districts will gain the knowledge, skills and access to vital resources necessary to enhance their children's learning and educational development thereby achieving success in school. Home visitors from the Leon County Health Department and the Leon County Extension Division will provide information, resources and referrals to families on the nutrition, child development, family well-being, family safety and family literacy.

Leon County Extension will provide the following services to the Contractor for families enrolled in Smart Start:

- a. Provide a Family Nutrition Program to assist families to plan, select and eat more nutritious meals; prevent food contamination; and stretch food dollars. The Family Nutrition Program shall be conducted in conjunction with the home visiting component of Smart Start. A part-time Nutrition Educator will be hired, trained and supervised.
- b. Provide a Nurturing Parent Program to help families improve parenting skills, enhance family interaction, and encourage positive youth development.
- c. Provide Basic Money Management skills to help families improve their financial stability by gaining and maintaining control of their finances.
- d. The Nurturing Parent Program and Basic Money Management will be conducted in a train-the-trainer format.
- e. Provide office space, supplies and equipment for the Nutrition Educator.
- f. Provide personnel training opportunities with Leon County Human Resources and computer support services and training opportunities with Leon County MIS.
- g. Utilize curriculum developed by the University of Florida Extension for its Expanded Food and Nutrition Education Program.
- h. Provide data entry and analysis of evaluation results with the University of Florida along with supplemental curriculum materials and support from University of Florida Extension Specialists.
- i. Provide a six-month progress report to the Coalition on May 15 and November 15 each year of the program.

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**The Contractor agrees to provide the following services to Leon County Extension:**

- a. Hire, train and supervise the Smart Start Program Coordinator.
- b. Coordination of the collaborative Smart Start Partners to include at least monthly meetings. Meetings shall occur more frequently during project implementation.
- c. Monitoring of the Smart Start Program to include chart reviews, site visits and home visits with home visitors.

**2. TIME**

The agreement shall be for a period of eight months, commencing on February 1, 2004, and shall continue until September 30, 2004. After the initial eight month period, at the discretion of the County, the agreement may be extended for no more than two additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current period.

**3. CONTRACT SUM**

Upon receipt of invoices from the County, the Contractor shall disburse to the Leon County Board of County Commissioners two payments in the amount of \$21,505.00 each. For any subsequent renewal periods and dependent upon availability of funds, the Contractor shall bi-annually disburse \$18,967.50 within 30 days of receipt of progress reports.

The total contract sum for the first year is \$43,010.00, which includes a .5 FTE Nutrition Educator's salary and benefits; 10 Aisle Presentation Kits and Food Model Kits; Food and Nutrition Workshop; Sugar and Lipid Reading Kits, 5-lb Fat Replica; Activity Station with Package Model, Food Models; Nutrition and Feeding for Infants Curriculum; Monthly Family Visits with Food Preparation; Food Preparation Supplies; Parenting Curriculum for Family and Teacher; laptop computer for Nutrition Educator for the first year only; Parenting and Financial Classes and Train the Trainer; travel and per diem expenses for the Nutrition Educator; and background check for the Nutrition Educator.

**4. PAYMENTS**

The County and Contractor will make any payments within thirty (30) days of submission and approval of invoice for services.

**5. STATUS**

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

**6. LICENSES**

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

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7. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

8. HOLD HARMLESS

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee.

9. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement for a period of five (5) years after termination of the agreement, or if an action has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this agreement.
- c. Upon completion or termination of the agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

11. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

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12. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

13. REVISIONS

In any case where, in fulfilling the requirements of this agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

14. VENUE

Venue for all actions arising under this agreement shall lie in Leon County, Florida.

15. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

**DRAFT**

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WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

**CONTRACTOR**

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_  
President

WITNESS: \_\_\_\_\_ DATE \_\_\_\_\_

(CORPORATE SEAL)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_ of \_\_\_\_\_  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally  
(State or place of Incorporation)

known to me or has produced \_\_\_\_\_ as identification.

**DRAFT**

(Type of Identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, if Any

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LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Jane G. Sauls, Chairman  
Board of County Commissioners

DATE: \_\_\_\_\_

ATTEST:  
BOB INZER, CLERK OF THE COURT  
LEON COUNTY, FLORIDA

By: \_\_\_\_\_

APPROVED AS TO FORM:  
LEON COUNTY ATTORNEY'S OFFICE

By: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.  
County Attorney

**DRAFT**